

58

2-20-98
8:30
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Roland J. Pierson, Improperly
Pleaded as Ronald J. Pierson

FILED

DEC 20 1998

AT 8:30 A.M.
WILLIAM T. WALSH
CLERK

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

WALSH SECURITIES, INC., : CV Action No. CV 97-3496 (WGB)
Plaintiff, : Hon. William G. Bassler,
v. :
CRISTO PROPERTY MANAGEMENT, LTD., A/K/A G.J.L. LIMITED, :
DEK HOMES OF NEW JERSEY, INC., :
OAKWOOD PROPERTIES, INC., :
NATIONAL HOME FUNDING, INC., : ANSWER TO AMENDED COMPLAINT,
CAPITAL ASSETS PROPERTY MANAGEMENT & INVESTMENT CO., : CROSS-CLAIM, AFFIRMATIVE DEFENSES,
INC., CAPITAL ASSETS PROPERTY MANAGEMENT, L.L.C., WILLIAM J.: AND JURY DEMAND OF DEFENDANT,
KANE, GARY GRIESER, ROBERT SKOWRENSKI, II, RICHARD : ROLAND J. PIERSON, IMPROPERLY
CALANNI, RICHARD DIBENEDETTO, JAMES R. BROWN, THOMAS BRODO, : PLEADED AS RONALD J. PIERSON
RONALD J. PIERSON, STANLEY YACKER, ESQ. MICHAEL ALFIERI, :
ESQ., RICHARD PEPSNY, ESQ., ANTHONY M. CICALESE, ESQ., :
LAWRENCE M. CUZZI, ANTHONY D'APOLITO, DAP CONSULTING, :
INC., COMMONWEALTH LAND TITLE INSURANCE COMPANY, NATIONS :
TITLE INSURANCE OF NEW YORK INC., FIDELITY NATIONAL TITLE :
INSURANCE COMPANY OF NEW YORK, and COASTAL TITLE AGENCY, :
Defendants.

Defendant, ROLAND J. PIERSON, ("Defendant Pierson"), residing at 2 Maryland Drive, Jackson, NJ 08527, by way of Answer to the Amended Complaint, says:

ANSWER

1. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 1 of the Amended Complaint and leaves plaintiff to its proofs.

PARTIES

2. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 2 of the Amended Complaint and leaves plaintiff to its proofs.

3. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 3 of the Amended Complaint and leaves plaintiff to its proofs.

4. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 4 of the Amended Complaint and leaves plaintiff to its proofs.

5. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the

allegations contained in paragraph 5 of the Amended Complaint and leaves plaintiff to its proofs.

6. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 6 of the Amended Complaint and leaves plaintiff to its proofs.

7. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 7 of the Amended Complaint and leaves plaintiff to its proofs.

8. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 8 of the Amended Complaint and leaves plaintiff to its proofs.

9. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 9 of the Amended Complaint and leaves plaintiff to its proofs.

10. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 10 of the Amended Complaint and leaves plaintiff to its proofs.

11. Defendant Pierson alleges that he is without sufficient

knowledge or information to form a belief as to the truth of the allegations contained in paragraph 11 of the Amended Complaint and leaves plaintiff to its proofs.

12. Defendant Pierson believes that the allegations contained in paragraph 12 of the Amended Complaint are accurate.

13. Defendant Pierson believes that the allegations contained in paragraph 13 of the Amended Complaint are accurate.

14. Defendant Pierson believes that the allegations contained in paragraph 14 of the Amended Complaint are accurate.

15. Defendant Pierson believes that the allegations contained in paragraph 15 of the Amended Complaint are accurate.

16. Defendant Pierson admits the allegations contained in paragraph 16 of the Amended Complaint.

17. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph of the Amended Complaint and leaves plaintiff to its proofs.

18. Defendant Pierson admits the allegations contained in paragraph 18 of the Amended Complaint.

19. Defendant Pierson admits the allegations contained in paragraph 19 of the Amended Complaint.

20. Defendant Pierson admits the allegations contained in paragraph 20 of the Amended Complaint.

21. Defendant Pierson admits the allegations contained in paragraph 21 of the Amended Complaint.

22. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 22 of the Amended Complaint and leaves plaintiff to its proofs.

23. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 23 of the Amended Complaint and leaves plaintiff to its proofs.

24. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 24 of the Amended Complaint and leaves plaintiff to its proofs.

25. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 25 of the Amended Complaint and leaves plaintiff to its proofs.

26. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 26 of the Amended Complaint and leaves plaintiff to its proofs.

27. Defendant Pierson alleges that he is without sufficient

knowledge or information to form a belief as to the truth of the allegations contained in paragraph 27 of the Amended Complaint and leaves plaintiff to its proofs.

28. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 28 of the Amended Complaint and leaves plaintiff to its proofs.

29. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 29 of the Amended Complaint and leaves plaintiff to its proofs.

30. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 30 of the Amended Complaint and leaves plaintiff to its proofs.

JURISDICTION

31. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 31 of the Amended Complaint and leaves plaintiff to its proofs.

VENUE

32. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of

the allegations contained in paragraph 32 of the Amended Complaint and leaves plaintiff to its proofs.

INTRODUCTION

33. Defendant Pierson, with respect to the Introduction, denies the conclusionary statement that Pierson has engaged in a pattern of racketeering activity. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth in the allegations contained in paragraph 33 of the Amended Complaint concerning other co-defendants and leaves plaintiff to its proofs.

34. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 34 of the Amended Complaint and leaves plaintiff to its proofs.

35. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 35 of the Amended Complaint and leaves plaintiff to its proofs.

36. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 36 of the Amended Complaint and leaves plaintiff to its proofs.

FACTUAL ALLEGATIONS

THE MORTGAGE BANKING INDUSTRY

37. Defendant Pierson admits that a mortgage loan is a loan in which real property is used as collateral for the loan. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in the remainder of paragraph 37 of the Amended Complaint and leaves plaintiff to its proofs.

38. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 38 of the Amended Complaint and leaves plaintiff to its proofs.

39. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 39 of the Amended Complaint and leaves plaintiff to its proofs.

40. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 40 of the Amended Complaint and leaves plaintiff to its proofs.

41. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 41 of the Amended Complaint and

leaves plaintiff to its proofs.

42. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 41 of the Amended Complaint and leaves plaintiff to its proofs.

43. Defendant Pierson admits the allegations contained in paragraph 43 of the Amended Complaint.

44. Defendant Pierson admits the allegations contained in paragraph 44 of the Amended Complaint.

45. Defendant Pierson admits the allegations contained in paragraph 45 of the Amended Complaint.

46. Defendant Pierson admits that it is not unusual for a mortgage banker to initiate mortgage transactions to sell or transfer their mortgage loans. The defendant Pierson, however, is without sufficient knowledge or information to form a belief as to the remaining allegations contained in paragraph 46 of the Amended Complaint and leaves plaintiff to its proofs.

47. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the allegations contained in paragraph 47 of the Amended Complaint and leaves plaintiff to its proofs.

48. Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the allegations

contained in paragraph 48 of the Amended Complaint and leaves plaintiff to its proofs.

Title Insurance And Its Role In Real Estate Transactions

49. Defendant Pierson admits the allegations contained in paragraph 49 of the Amended Complaint.

50. Defendant Pierson admits the allegations contained in paragraph 50 of the Amended Complaint.

51. Defendant Pierson admits the allegations contained in paragraph 51 of the Amended Complaint.

The New Jersey Mortgage Loan Frauds

52. Defendant Pierson denies each and every allegation contained in paragraph 52 of the Amended Complaint insofar as the same may relate to the commission of any fraudulent acts by or allegations of fraudulent acts by this answering defendant and leaves plaintiff to its proofs.

"The NHF/Cristo Property" Enterprise

53. Defendant Pierson denies each and every allegation contained in paragraph 53 of the Amended Complaint insofar as it relates to this answering defendant and leaves plaintiff to its proofs.

54. Defendant Pierson denies each and every allegation contained in paragraph 54 of the Amended Complaint insofar as it relates to this answering defendant and leaves plaintiff to its proofs.

55. Defendant Pierson denies each and every allegation contained in paragraph 55 of the Amended Complaint insofar as it relates to this answering defendant and leaves plaintiff to its proofs.

56. Defendant Pierson denies each and every allegation contained in paragraph 56 of the Amended Complaint insofar as it relates to this answering defendant and leaves plaintiff to its proofs.

The Pattern

57. Defendant Pierson alleges that he is without sufficient or information to form a belief as to the truth of the allegations contained in paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs. Defendant Pierson, however, denies any fraudulent activity or transaction insofar as it may relate to him.

(a) Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph (a) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

(b) Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph (b) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

(c) Defendant Pierson admits having performed some appraisals

on the properties referenced in the Amended Complaint.

(d) Defendant Pierson denies the allegations contained in paragraph (d) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

(e) Defendant Pierson alleges that he is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph (e) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

1) Defendant Pierson denies the allegations contained in paragraph (e) 1) of paragraph 57 of the Amended Complaint.

2) Defendant Pierson denies the allegations contained in paragraph (e) 2) of paragraph 57 of the Amended Complaint.

3) Defendant Pierson is without sufficient knowledge or information to form a belief with respect to sub-paragraph 3) in paragraph (e) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

4) Defendant Pierson is without sufficient knowledge or information to form a belief with respect to sub-paragraph 4) in paragraph (e) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

5) Defendant Pierson is without sufficient knowledge or information to form a belief with respect to sub-paragraph 5) in paragraph (e) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

6) Defendant Pierson is without sufficient knowledge or information to form a belief with respect to sub-paragraph 6) in paragraph (e) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

7) Defendant Pierson is without sufficient knowledge or information to form a belief with respect to sub-paragraph 7) in paragraph (e) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

8) Defendant Pierson is without sufficient knowledge or information to form a belief with respect to sub-paragraph 8) in paragraph (e) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

(f) Defendant Pierson is without sufficient knowledge or information to form a belief with respect to paragraph (f), (g) (h), (i) (j) (k) 1) 2) 3) (l) (m) of paragraph 57 of the Amended Complaint and leaves plaintiff to its proofs.

58. Defendant Pierson is without sufficient knowledge or information to form a belief with respect to the allegations contained in paragraph 58 of the Amended Complaint and leaves plaintiff to its proofs.

59. Defendant Pierson is without sufficient knowledge or information to form a belief with respect to the allegations contained in paragraph 59 of the Amended Complaint and leaves plaintiff to its proofs.

COUNT I

VIOLATION OF 18 U.S.C. ss 1962(c) RICO

60. Defendant Pierson is without sufficient knowledge or information to form a belief with respect to the allegations contained in paragraph 60 of the Amended Complaint and leaves plaintiff to its proofs.

61. Defendant Pierson admits the allegations contained in paragraph 61 of the Amended Complaint.

62. Defendant Pierson admits the allegations contained in paragraph 62 of the Amended Complaint.

63. Defendant Pierson is without sufficient knowledge or information to form a belief with respect to the allegations contained in paragraph 63 of the Amended Complaint and leaves plaintiff to its proofs.

64. Defendant Pierson is without sufficient knowledge or information to form a belief with respect to the allegations contained in paragraph 64 of the Amended Complaint and leaves plaintiff to its proofs.

65. Defendant Pierson denies the allegations contained in paragraph 65 of the Amended Complaint and leaves plaintiff to its proofs.

66. Defendant Pierson denies the allegations contained in paragraph 66 of the Amended Complaint and leaves plaintiff to its

proofs.

67. Defendant Pierson denies the allegations contained in paragraph 67 of Amended Complaint and leaves plaintiff to its proofs.

68. Defendant Pierson is without sufficient knowledge or information to form a belief with respect to the allegations contained in paragraph 68 of the Amended Complaint and leaves plaintiff to its proofs.

COUNT II

VIOLATION OF 18 U.S.C. ss 1962(d) (RICO)

69. Defendant Pierson repeats and realleges his answers to paragraphs 1 through 68 of the Amended Complaint as if fully set forth at length herein.

70. Defendant Pierson admits the allegations of paragraph 70 of the Amended Complaint.

71. Defendant Pierson denies any violation of any criminal nature and denies the allegations of paragraph 71 of the Amended Complaint.

72. Defendant Pierson denies the allegations of paragraph 72 of the Amended Complaint and denies any violation of 18 U.S.C. ss 1962(d) as it concerns any activity in which he was engaged in and leaves plaintiff to its proofs.

73. Defendant Pierson denies the allegations of paragraph 73 of the Amended Complaint and leaves plaintiff to its proofs.

COUNT III

COMMON-LAW FRAUD

74. Defendant Pierson repeats and realleges his answers to paragraphs 1 through 73 of the Amended Complaint as if fully set forth at length herein.

75. Defendant Pierson denies the allegations set forth in paragraph 75 of the Amended Complaint.

76. Defendant Pierson denies the allegations set forth in paragraph 76 of the Amended Complaint.

77. Defendant Pierson denies omitting any material fact in any action, and leaves plaintiff to its proofs concerning the allegations of paragraph 77 of the Amended Complaint.

78. Defendant Pierson denies the allegations set forth in paragraph 78 of the Amended Complaint.

COUNT IV

BREACH OF CONTRACT BY NHF

79. Defendant Pierson repeats and realleges all of his answers to paragraph 1 through 78 of the Amended Complaint as if fully set forth at length herein.

80. Defendant Pierson is without sufficient knowledge or information to form a belief as to the allegations contained in paragraph 80 of the Amended Complaint and leaves plaintiff to its proofs.

81. Defendant Pierson is without sufficient knowledge or information to form a belief as to the allegations contained in paragraph 81 of the Amended Complaint and leaves plaintiff to its proofs.

82. Defendant Pierson is without sufficient knowledge or information to form a belief as to the allegations contained in paragraph 82 of the Amended Complaint and leaves plaintiff to its proofs. Defendant Pierson further denies any allegations of falsely inflated appraisals contained in paragraph 82.

83. Defendant Pierson is without sufficient knowledge or information to form a belief as to the allegations contained in paragraph 83 of the Amended Complaint and leaves plaintiff to its proofs.

84. Defendant Pierson denies the allegations contained in paragraph 84 of the Amended Complaint and leaves plaintiff to its proofs.

COUNT V

BREACH OF CONTRACT BY THE TITLE INSURANCE DEFENDANTS

85. Defendant Pierson repeats and reallages his answers to paragraphs 1 through 84 of the Amended Complaint as if fully set forth at length herein.

86. Defendant Pierson is without sufficient knowledge or information to form a belief as to the allegations contained

in paragraphs 86, 87, 88, 89, 90 and 91 of the Amended Complaint since they involve individuals other than this answering defendant and leaves plaintiff to its proofs.

WHEREFORE, this answering defendant demands judgment dismissing plaintiff's Amended Complaint, together with costs and reasonable attorneys fees.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted as to answering defendant.

SECOND AFFIRMATIVE DEFENSE

No "enterprise" existed as set forth in 18 U.S.C. ss 1962(c).

THIRD AFFIRMATIVE DEFENSE

Answering defendant was not involved in an "enterprise" as set forth in 18 U.S.C. ss 1962(c), the existence of any such enterprise being specifically denied.

FOURTH AFFIRMATIVE DEFENSE

There is no "pattern" of racketeering activity as required by 18 U.S.C. ss 1962(c).

FIFTH AFFIRMATIVE DEFENSE

Defendant did not conduct or participate in an "enterprise", the existence of any such enterprise being specifically denied.

SIXTH AFFIRMATIVE DEFENSE

Defendant did not conduct or participate in the operation or

management of an "enterprise", the existence of any such enterprise being specifically denied.

SEVENTH AFFIRMATIVE DEFENSE

Answering defendant entered into no agreement to perform the predicate acts as alleged in plaintiff's Amended Complaint or any other illegal activity.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff suffered no damage as a result of the actions alleged in plaintiff's Amended Complaint.

NINTH AFFIRMATIVE DEFENSE

Answering defendant did nothing wrong.

TENTH AFFIRMATIVE DEFENSE

Answering defendant was not engaged in any other activity other than one of a professional type and conducted himself according to all professional standards.

ELEVENTH AFFIRMATIVE DEFENSE

The conduct of the answering defendant, the existence of any illegal conduct being specifically denied, was not the proximate cause of any alleged injuries of plaintiff.

TWELFTH AFFIRMATIVE DEFENSE

The plaintiff has failed to plead with particularity the allegations of fraud pursuant to Federal Rules of procedure 9(b) as to answering defendant and defendant reserves the

right to dismiss before or at the time of trial.

THIRTEENTH AFFIRMATIVE DEFENSE

Any actions, the existence of those acts being specifically denied, were not related and/or continuous so as to constitute a pattern.

FOURTEENTH AFFIRMATIVE DEFENSE

Answering defendant was not involved in any conspiracy to operate or manage an "enterprise".

CROSSCLAIM OF DEFENDANT, ROLAND PIERSON AS AGAINST CRISTO PROPERTY MANAGEMENT, LTD., a/k/a G.J.L. LIMITED, DEK HOMES OF NEW JERSEY, INC., OAKWOOD PROPERTIES, INC., NATIONAL HOME FUNDING, INC., CAPITAL ASSETS PROPERTY MANAGEMENT & INVESTMENT COMPANY, INC., CAPITAL ASSETS PROPERTY MANAGEMENT, L.L.C., WILLIAM J. KANE, GARY GRIESER, ROBERT SKOWRENSKI, II, RICHARD CALANNI, RICHARD D. DIBENEDETTO, JAMES R. BROWN, THOMAS BRODO, STANLEY YACKER, ESQ., MICHAEL ALFIERI, ESQ., ANTHONY M. CICALESE, ESQ., LAWRENCE F. CUZZI, ANTHONY D'APOLITO, DAP CONSULTING, INC., COMMONWEALTH LAND TITLE INSURANCE COMPANY, INC., NATIONS TITLE INSURANCE OF NEW YORK, INC., FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, INC., COASTAL TITLE AGENCY, INC., and RICHARD PEPSNY

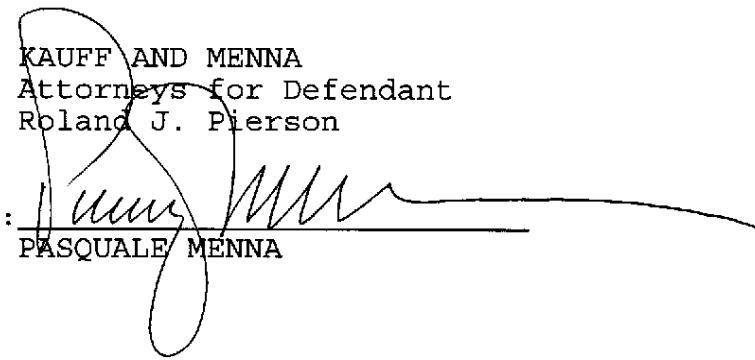
If the allegations of plaintiff's Amended Complaint are true, such allegations being expressly denied, the defendant, Roland Pierson, alleges that co-defendants Cristo Property Management, Ltd., a/k/a G.J.L. Limited, DEK Homes of New Jersey, Inc., Oakwood Properties, Inc., National Home Funding, Inc., Capital Assets

Property Management & Investment Company, Inc., Capital Assets
Property Management, L.L.C., William J. Kane, Gary Grieser,
Robert Skowrenski, II, Richard Calanni, Richard D. DiBenedetto,
James R. Brown, Thomas Brodo, Richard Pepsny, Stanley Yacker, Esq.,
Michael Alfieri, Esq., Anthony M. Cicalese, Esq., Lawrence M.
Cuzzi, Anthony D'Apolito, DAP Consulting, Inc., Commonwealth Land
Title Insurance Company, Inc., Nations Title Insurance Company
of New York, Inc. Fidelity National Title Insurance Company
of New York, Inc. and Coastal Title Agency, Inc. are liable
to defendant for contribution and indemnity and are solely
liable to plaintiff for any and all damages alleged if verified.

WHEREFORE, answering defendant demands judgment dismissing
plaintiff's Amended Complaint together with costs and reasonable
attorneys fees.

DATED: February 10, 1998

KAUFF AND MENNA
Attorneys for Defendant
Roland J. Pierson

By: 
PASQUALE MENNA

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Roland J. Pierson, Improperly
Pleaded as Ronald J. Pierson

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

WALSH SECURITIES, INC., : CV Action No. CV 97-3496 (WGB)
Plaintiff, : Hon. William G. Bassler,
v. :
CRISTO PROPERTY MANAGEMENT, :
LTD., A/K/A G.J.L. LIMITED,
DEK HOMES OF NEW JERSEY, INC.,:
OAKWOOD PROPERTIES, INC.,
NATIONAL HOME FUNDING, INC., : CERTIFICATION OF MAILING
CAPITAL ASSETS PROPERTY
MANAGEMENT & INVESTMENT CO., :
INC., CAPITAL ASSETS PROPERTY
MANAGEMENT, L.L.C., WILLIAM J.:
KANE, GARY GRIESER, ROBERT
SKOWRENSKI, II, RICHARD :
CALANNI, RICHARD DIBENEDETTO,
JAMES R. BROWN, THOMAS BRODO, :
RONALD J. PIERSON, STANLEY
YACKER, ESQ. MICHAEL ALFIERI, :
ESQ., RICHARD PEPSNY, ESQ.,
ANTHONY M. CICALESE, ESQ., :
LAWRENCE M. CUZZI, ANTHONY
D'APOLITO, DAP CONSULTING, :
INC., COMMONWEALTH LAND TITLE
INSURANCE COMPANY, NATIONS :
TITLE INSURANCE OF NEW YORK
INC., FIDELITY NATIONAL TITLE :
INSURANCE COMPANY OF NEW YORK,
and COASTAL TITLE AGENCY, :
Defendants.

JACQUELINE A. LELESI, of full age, makes the following certification:

1. I am a Legal Assistant employed by the Law Firm of Kauff and Menna, attorneys for the defendant, Roland J. Pierson, in the within action.

2. On February 19, 1998, I mailed via Regular First Class Mail at the United States Post Office in Red Bank, New Jersey, an original and one copy of said defendant's Answer to Amended Complaint, Cross-Claim with Affirmative Defenses and Jury Demand to the Clerk, U.S. District Court, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey and Certification of Service.

3. On February 19, 1998, I mailed via Regular First Class Mail at the United States Post Office in Red Bank, New Jersey, a copy of said defendant's Answer to Amended Complaint, Cross-Claim with Affirmative Defenses and Jury Demand and Certification of Service to:

Robert A. Magnanini, Esq.
Latham & Watkins
One Newark Center, 16th Floor
Newark, NJ 07101-3174

4. On February 19, 1998, I mailed via Regular First Class Mail at the United States Post Office in Red Bank, New Jersey, a copy of said defendant's Answer to Amended Complaint, Cross-Claim with Affirmative Defenses and Jury Demand and Certification of Service to all counsel listed on attached list.

I certify that the foregoing statements made by me are true.
I am aware that if any of the foregoing statements made by me are
wilfully false, I am subject to punishment.

DATED:

2/19/98

Jacqueline A. Lelesi
JACQUELINE A. LELESI

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